

Exhibit 12

United States of America ex rel. Ven-a-Care of the Florida Keys, Inc. v. Dey, Inc., et al.,
Civil Action No. 05-11084-PBS

Exhibit to the July 24, 2009, Declaration of George B. Henderson, II
In Support of Plaintiffs' Motion For Partial Summary Judgment
and In Opposition To Dey's Motion For Partial Summary Judgment

Tate, Kimbir Leeann - October 15, 2004 10:43:00 a.m.

1:1 CONFIDENTIAL - ATTORNEYS' EYES ONLY

2 IN THE UNITED STATES DISTRICT COURT

3 DISTRICT OF MASSACHUSETTS

4

5 IN RE PHARMACEUTICAL) MDL NO. 146 INDUSTRY AVERAGE)

6 WHOLESALE PRICE LITIGATION) CIVIL ACTION: 01-CV-12257 PBS _____)

7) THIS DOCUMENT RELATES TO)

8 ALL CLASS ACTIONS) _____)

9

10

11 CONFIDENTIAL

12 30(b)(6) DEPOSITION OF KIMBIR LEEANN TATE

13 ATTORNEYS' EYES ONLY

14 SAN FRANCISCO, CALIFORNIA

15 OCTOBER 15, 2004

16

17 30(b)(6) DEPOSITION OF KIMBIR LEEANN TATE,

18 taken at 201 California Street, 17th Floor, San Francisco,

19 California, on Friday, October 15, 2004, at 10:43 A.M.,

20 before Michael Cundy, Certified Shorthand Reporter, in and

21 for the State of California.

22

Tate, Kimbir Leeann - October 15, 2004 10:43:00 a.m.

2:1

2 APPEARANCES:

3

4 FOR THE MDL PLAINTIFF:

5

6 THE WEXLER FIRM, LLP

7 BY: JENNIFER FOUNTAIN CONNOLLY, ESQ.

8 One North LaSalle Street, Suite 2000

9 Chicago, Illinois 60602

10 (312) 346-2222

11 FOR THE COUNTY OF SUFFOLK:

12 KIRBY, McINERNEY & SQUIRE, LLP

13 BY: JAMES P. CARROLL, ESQ. 830 Third Avenue

14 New York, New York 10022 (212) 317-2300

15 FOR SCHERING PLOUGH CORPORATION AND WARRICK PHARMACEUTICALS

16 CORPORATION: ROPES & GRAY, LLP

17 BY: ERIC P. CHRISTOFFERSON, ESQ. One International Place

18 Boston, Massachusetts 02110 (617) 951-7050

19 FOR McKESSON CORPORATION: COOPER, WHITE & COOPER

20 BY: STEPHEN KAUS, ESQ. 201 California Street, 17th Floor

21 San Francisco, California 94111 (415) 433-1900

22 ALSO PRESENT:

Tate, Kimbir Leeann - October 15, 2004 10:43:00 a.m.

8:1 Is there any medical reason that would prohibit
2 you from testifying truthfully or remembering fully today?

3 A No.

4 Q It's the case that you have been a paralegal at
5 McKesson for 12 years?

6 A Yes.

7 Q Prior to becoming a paralegal, did you hold any
8 other positions at McKesson?

9 A No.

10 Q I am going to hand you what was marked as
11 Exhibit 1 yesterday. I don't think I am going to mark it
12 again, but I have new copies for everybody in case you need
13 it.

14 MR. KAUS: So are you remarking all documents for
15 each deposition?

16 MS. CONNOLLY: No.

17 MR. KAUS: Is that how you are doing it?

18 MS. CONNOLLY: Well, I want to continue the
19 exhibits today as McKesson picking up where we left off
20 yesterday.

21 MR. KAUS: Fine. That is what I was going to
22 suggest.

Tate, Kimbir Leeann - October 15, 2004 10:43:00 a.m.

12:1 submits invoices or credit memos to the manufacturers in
2 order to obtain chargebacks from them?

3 A Yes.

4 Q Can you tell me in what form those invoices are
5 submitted?

6 A First, I would like to kind of change the
7 terminology that Greg used, because I don't think Greg is
8 as familiar with the chargeback maintenance system as I am.
9 Okay?

10 Q That is fine.

11 A So I want to be clear about what I am describing
12 to you.

13 Q Sure.

14 A Maybe the thing to do is to describe the process
15 that we submit chargebacks --

16 Q I would be happy if you did that.

17 A -- and how the database works.

18 So basically, you know, the manufacturer will make
19 a contract with our customers, and when that happens, we
20 will honor that price, and usually, that price is below our
21 acquisition cost or WAC, and in order to be made whole, we
22 have to submit the difference between what we charge the

Tate, Kimbir Leeann - October 15, 2004 10:43:00 a.m.

13:1 customer and what we paid for it.

2 When that happens, at the time of billing, we
3 submit a credit memo. It goes to Carrollton, which is
4 where the contract maintenance database is, and actually,
5 it is really all at the same time because the information
6 gets submitted and the database just kind of takes care of
7 everything.

8 So what ends up happening is we submit to the
9 manufacturers what's called a PO for the credit memos, and
10 within that PO, there could be thousands, thousands of line
11 items or -- you know, because it is a PO for all of their
12 drugs. We don't separate them out by here are the POs for
13 this drug, here are the POs for that drug, here are the POs
14 for this customer. It is by manufacturer, and that is
15 transmitted electronically.

16 The manufacturer adjudicates it.

17 We either get paid or they deny it, and if we get
18 paid, we get paid, and we are not too much worried about
19 it. If they deny it, then we get the information back from
20 the manufacturer, and we have to go back to the customer
21 and either figure out, you know, if they weren't a part of
22 the contract -- you know, we have to do all of the